

SBCivil Writ Petition No.1104/1990

Rajasthan Tungston Development Corpn.Employees Union  
Vs.  
Rajasthan Tungston Development Corpn.Ltd.& Anr.

Date of Order        ::        10<sup>th</sup> February, 2006

HON'BLE MR.JUSTICE GOVIND MATHUR

Mr. Vijay Mehta, for the petitioner.  
Mr. Manish Shishodia, for the respondents.

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The petitioner, a registered trade union, preferred the instant writ petition claiming the reliefs mentioned hereinunder:-

“(a)the respondents be directed to regularise the services of the workmen working in the Balda Project from the date of their appointment.

(b)the respondents be directed to pay salary of the workers engaged in the Balda Project in the pay scale of Rs.780-10-865 from the date of their appointment.”

The petitioner while claiming the reliefs as above urged that the employees working in Rajasthan Tungston Development Corporation Ltd. at Balda in District Sirohi were neither taken on regular cadre nor they were paid wages in the pay scale prescribed i.e. of Rs.700-10-865. The writ petition by an order dated 12.5.1999 came to be accepted with the directions as under:-

"I have considered the rival submissions. When there is a regular pay scale for unskilled workers, then respondents should give such pay scale to the daily wages employees who have been working since long. Therefore, a direction is issued to the respondents to award the pay scale of unskilled worker, to the daily rated workers continuously working from 1984. The pay scale will be given to the workers from the date of writ petition."

The respondent No.2 i.e. Hindustan Zinc Limited being aggrieved by judgment dated 12.5.1999 preferred a special appeal under Section 18 of the Rajasthan High Court Ordinance before Division Bench of this Court stating therein that as a consequence of an agreement made on 13.1.1991 the Rajasthan Tungston Development Corporation Ltd. was acquired by the Hindustan Zinc Ltd., as such the Hindustan Zinc Ltd. is required to bear the liabilities arose after 13.1.1991 and the court by judgment dated 12.5.1999 allowed the writ petition without having any notice to the Hindustan Zinc Ltd. The special appeal preferred by the Hindustan Zinc Ltd. by judgment dated 28.1.2001 came to be accepted by setting aside the judgment dated 12.5.1999. However, before disposal of special appeal the Rajasthan Tungston Development Corporation Ltd. complied with the directions given by this Court by judgment dated 12.5.1999 by making payment to the workmen concerned in the regular pay scale upto 13.1.1999. In view of the fact above the only question

now survives is with regard to payment of wages to the employees concerned in regular pay scale after 13.1.1999.

A reply to the writ petition has been filed on behalf of Hindustan Zinc Ltd. stating therein that all the workmen who were earlier working with the Rajasthan Tungston Development Corporation Ltd. and whose services were transferred to the answering respondent have already been retrenched from services. They also entered into an agreement with the employer. A copy of the agreement is placed on record. The terms of the agreement are as under:-

“Terms of settlement

(1)Both the parties agreed that all the 20 laid off workmen, as per details attached in Annexure-1, will stand retrenched from the Balda Tungsten Project w.e.f. 30<sup>th</sup> November, 1998. Accordingly, due retrenchment compensation as per the provisions of Industrial Disputes Act, 1947 and Rules made thereunder shall be paid by the management of Hindustan Zinc Limited on 30<sup>th</sup> Nov., 1998 at Balda. Signatory representative of workmen agreed to inform all workers accordingly and this may be treated as notice of retrenchment.

(2)The workmen shall be entitled to Gratuity as per provision of Payment of Gratuity Act, 1972 and Rules made thereunder.

(3)The workmen shall also be entitled to receive their due CPF accumulation as available in their credit as on 30.11.1998 after completing required procedure.

(4)Management agrees that in case Company restart the mining work at Balda, the retrenched workmen will have right for re-appointment as per provisions of the I.D.Act, 1947 & Rules made thereunder, subject to the condition that they are otherwise physically fit for employment as per the rules of the Company.

(5)The workmen also agreed that if any legal case is pending against the Company before any court of law, the same shall stand withdrawn by virtue of signing this settlement.

(6)Both the parties agreed to submit implementation report of this settlement to the Conciliation Officer and Assistant Labour Commissioner (Central), Ajmer latest by 15.12.98 failing which it will be presumed that the settlement has been fully implemented."

It is stated by counsel for respondent Hindustan Zinc Ltd. that in view of the terms of agreement the instant petition for writ has become infructuous.

I have heard counsel for the parties and also perused the record.

The condition No.5 of the terms of settlement clearly provides that the workmen agreed for withdrawal of all the disputes pending against the Company before any court of law. In view of it apparently the present petition for writ does not survive. However, it is stated by counsel for the petitioner that the condition No.5 is only with regard to retrenchment and lay off and not with regard to payment of wages and regular pay scale.

I do not find any force in the contention made by counsel for the petitioner. The condition No.5 refers all legal cases pending against the Company before any court of law instituted by the workmen. It is further pertinent to note that the agreement is signed on behalf of all the workmen, cause of which is sought to be espoused by the union. When all the workmen in their individual capacity have already entered into an agreement with the employer, then the petitioner which is an agent of workmen survives with no cause to be agitated in present writ petition.

Accordingly the writ petition is dismissed.

( GOVIND MATHUR ),J.

kkm/ps .